

# Model Soil Safety Action Plan Agreement Form

## AGREEMENT FOR SOIL SAFETY ACTION PLAN

This is an agreement between the Department of Ecology (Ecology),  
\_\_\_\_\_  
\_\_\_\_\_  
(Property Owner), and  
(Tenant, if applicable).

The purpose of this agreement is to:

- Document the recommended Soil Safety Action Plan for your Property (the Work)
- Define the conditions of the Work

State law (Chapter 70.140.030 RCW) requires the Department of Ecology (Ecology) to notify schools and childcares of test results indicating the presence of soil contamination and steps necessary to implement soil safety actions. Ecology will provide financial assistance to implement the soil safety actions. Ecology and {local health department name} will provide technical assistance. If soil safety actions are not addressed within six months, the law requires you to notify parents or guardians of test results.

The attached checklist documents the recommended Soil Safety Action Plan for your Property. The Work detailed in the checklist will be performed by Ecology, its agents, employees, contractors and subcontractors, the health department and you.

The conditions of the Work are as follows:

**(1) Duration of Agreement:**

This Agreement is effective when all parties have signed below, and will remain in effect until certification by Ecology that all Work relating to the Property has been satisfactorily completed.

**(2) Conducting the Work:**

The health department will provide education for soil safety actions. Ecology will perform the construction elements of the Work.

**(3) Compliance with Applicable Laws and Regulations:**

Ecology agrees to perform the Work in a professional manner and in compliance with any federal, state, or local laws, ordinances, or regulations which may be applicable.

**(4) Expense:**

Ecology will pay the expense of the Work.

**(5) Grant of Access:**

Property Owner/Tenant grants Ecology, its agents, employees, contractors and subcontractors, access to enter the Property for the purpose of performing the Work.

**(6) Availability of Access:**

Ecology shall have access to the Property at all reasonable times for the duration of this Agreement. Access to the property shall be solely for the purpose of carrying out the terms of this Agreement.

**(7) Responsibilities of Property Owner/Tenant:**

Property Owner/Tenant responsibilities include:

1. Implementing soil safety actions with children.
2. Removing obstructions from the Work site, including: boats, trailers, vehicles, swing sets, wood piles.
3. Removing flower bulbs or plants an occupant may wish to save.
4. Providing water for dust control and watering plants during the Work.
5. Watering and maintaining replacement sod.
6. Maintaining cover material placed in play areas.

If the Property is rented, the Tenant shall assist in obtaining approval from the Property Owner for access to the Property necessary for Ecology to perform the terms of this Agreement if Ecology is unable to obtain such access.

Property Owner/Tenant shall have the opportunity to review and approve of the plan for the Work and re-landscaping of the Property prior to the initiation of the Work.

**(8) Responsibilities of Ecology:**

Ecology responsibilities include:

1. At completion of the Work, maintain or replace landscape features affected by the Work to approximate original condition.
2. Work in a safe manner in accordance with health and safety plans to prevent damage to site features or hazards to property tenants.
3. Provide visual safety barriers (e.g. caution tape) around Work site.
4. Reduce dust and noise impacts as much as possible. Dust will be kept at a minimum by spraying water on Work site.
5. Provide instructions on care of sod, new vegetation, etc., upon completion of Work.
6. Provide documentation of the Work performed on the property including a copy of the access agreement and attachments and a summary of the Work performed.

**(9) Indemnification:**

Property Owner/Tenant agrees to indemnify and save and hold Ecology, its employees, and agents harmless from any and all claims or causes of action for death or injuries to persons or for loss or damage to property arising from or on account of acts or omissions of Property Owner/Tenant, its employees, agents, or contractors in implementing this agreement. However, the Property Owner/Tenant shall not indemnify Ecology nor save nor hold its employees and agents harmless from any claims or causes of action arising out of the negligent acts of Ecology, its employees, consultants, and contractors, in implementing the activities pursuant to this Agreement.

**(10) Miscellaneous:**

This agreement is the entire agreement between the parties. Changes to this agreement are only valid if they are put in writing and signed by the parties. This Agreement shall be interpreted in accordance with the laws of the State of Washington. This Agreement shall be effective as of the date signed.

We approve of the recommended Soil Safety Action Plan as attached, and agree to implement the plan in accordance with the conditions in this agreement.

Property Owner Signature:	Date:
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Department of Ecology Signature:	Date:
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Tenant Signature (if applicable):	Date:
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Name of Owner or Tenant:(please print)	Phone:
Mailing Address:	Email Address:
Property Address:	
Name of Property Owner:(if applicable)	Phone:
Mailing Address:	Email Address: